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DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548

FILE: B-220779

DATE: April 30, 1986

MATTER OF: Staff Sergeant Lawrence M. Campbell, USA

DIGEST:

An Army member was authorized to rent a car for use with other Army members while on temporary duty. The vehicle was damaged while being driven by another member authorized to drive and the circumstances of the damage are unknown. Under the rental agreement, the renter was liable for up to the first \$500 damage and paid the rental company \$141 for the damage. Since the damage occurred while the vehicle was being used for official business, he may be reimbursed for the payment.

An Army member was authorized to rent a car for his use together with other Army members for transportation while on a temporary duty assignment. The vehicle was damaged at an undetermined time and date while being driven by another member authorized to drive. We are asked whether the Government may reimburse the member who rented the vehicle for the amount paid to the rental company for damage to the rental vehicle.^{1/} We conclude that payment may be made since the vehicle was properly rented and the damage occurred while the vehicle was being used for official business.

Staff Sergeant Lawrence M. Campbell, Headquarters Company, First Training Support Brigade, Fort Leonard Wood, Missouri, was ordered to perform temporary duty at Fort Gordon, Georgia, to support a logistics test program. Sergeant Campbell was authorized a rental car on his travel orders for his use together with other Army members while on the assignment. Also, he was authorized by his superiors to allow other Army personnel to drive the vehicle.

^{1/} Major D. H. Metcalf, Finance and Accounting Officer, Fort Leonard Wood, Missouri submitted this request for a decision, and it has been assigned control number 85-33 by the Per Diem, Travel and Transportation Allowance Committee.

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Sergeant Campbell rented a van from Waters RV and Rentals, Augusta, Georgia, on December 3, 1984. He properly declined to purchase "Collision Damage Waiver" coverage to provide for accidental vehicle damages. Without this additional insurance, under the rental agreement the customer was responsible for the first \$500 of any damage to the vehicle.

The rental van was driven by various Army members during the period of the assignment. During the period December 7-8, one of the seats in the vehicle was damaged by a burn. Sergeant Campbell was not driving the vehicle at the time the burn occurred. A determination of who caused the damage could not be made since the van was required to transport an average of 10 people each trip.

Sergeant Campbell paid the usual rental charges and has been reimbursed. He has submitted his claim for \$141, the amount he became contractually obligated to pay the rental company and paid from personal funds for the damage to the rental car.

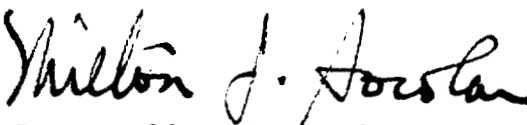
Under applicable regulations the cost of extra collision damage insurance, "Collision Damage Waiver," will not be reimbursed, but a member may be reimbursed up to the deductible amount as contained in the rental contract for personal funds paid to a rental car agency for damage sustained by an automobile properly rented, and damaged in the performance of official business. Volume 1, Joint Travel Regulations, para. M4405-1c.

It is apparent that other Army members accompanying Sergeant Campbell on the temporary duty assignment were authorized by the Army to drive the rental car on official business although the cost of rental was authorized on Sergeant Campbell's orders. When a service member is authorized to rent a car for use with other service members while on a temporary duty assignment and an accident occurs while the car is being driven on official travel by one of the other service members, the cost of the damage which was charged to the member because of his failure to pay for collision damage waiver may be paid for by the Government. Captain Kenneth R. Peterson, 65 Comp. Gen. 623 (1986).

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In the present matter, Sergeant Campbell was precluded by the regulations from reimbursement for limiting his liability for the first \$500 of damage under the rental contract. Since the van, properly rented, was damaged while being used for official business, the amount of \$141 paid to the rental company from personal funds for the damage is reimbursable to him. Captain Kenneth R. Peterson, supra.

Accordingly, the voucher submitted with this claim is returned to the finance officer for payment.

for 
Comptroller General
of the United States